

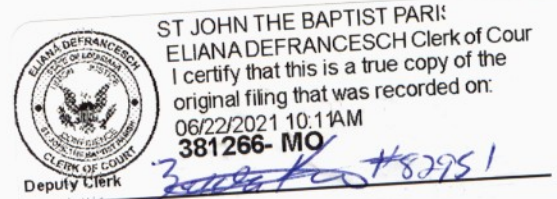


# ST. JOHN

## THE BAPTIST PARISH

1811 W. Airline Highway  
LaPlace, LA 70068  
(985) 652-9569

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
ST JOHN THE BAPTIST PARISH  
AND  
CAPITAL ONE, NA  
FOR  
FISCAL AGENT**



**WHEREAS**, the St. John the Baptist Parish Council approved the Resolution to grant Administration authorization to enter into a Professional Services Agreement for Fiscal Agent with **Capital One, NA** at the May 25, 2021 meeting.

**NOW THEREFORE**, in consideration of the desires and responsibilities of the parties, herein, St. John the Baptist Parish Council hereby desires to enter into a Professional Services Agreement for Fiscal Agent.

This Agreement is made and entered into on this 25<sup>th</sup> day of May, 2021 between **St. John the Baptist Parish Council**, (hereinafter referred to as "**PARISH**"), represented by Jaclyn Hotard, Parish President, and **Capital One, NA 3840 Emerald Road, Mandeville, LA 70471, (504) 202-0952** (hereinafter referred to as "**CONTRACTOR**") represented by David Blasini, do hereby enter into this "Agreement" under the following terms and conditions.

### SCOPE OF SERVICES

The services to be performed by **CONTRACTOR** for **PARISH** under this Agreement ("Services") are set out in **Exhibit A: Statement of Work**, incorporated herein by reference. The Services are to be performed in support of the project identified in **Exhibit A: Statement of Work**.

### TERM OF AGREEMENT

This Agreement shall begin on June 1, 2021 and terminate four (4) years thereafter on June 1, 2025.

### AMENDMENT

This Agreement may be amended by written consent, executed by both Parties and subject to approval by St. John the Baptist Parish Council. In the event **CONTRACTOR** is no longer providing a Service set out in **Exhibit A: Statement of Work**, **CONTRACTOR** will provide reasonable notice to **PARISH** that the Service is being discontinued and shall seek consent from the **PARISH** to amend **Exhibit A: Statement of Work**, which consent shall not be unreasonably withheld.

## **EXTENSION**

The term of this Agreement may be extended for four (4) years one (1) time by written consent, executed by both Parties and subject to approval by St. John the Baptist Parish Council.

## **PAYMENT TERMS**

In consideration of the services described above, **PARISH** hereby agrees to provide compensation to the **CONTRACTOR** in accordance with its fee schedule listed in **Exhibit B: Pricing Schedule**.

All payments must be approved by the **Chief Financial Officer**, hereinafter called the **DIRECTOR**, and all deliverables, etc. shall be submitted to him and all approval and administration of this Agreement shall be through him.

## **INSURANCE**

**CONTRACTOR** shall meet or exceed the **PARISH's** Insurance Requirements as listed in **Exhibit C: Insurance Requirements**.

## **MONITORING PLAN**

This Agreement shall be administered and monitored by the **DIRECTOR** as plans are developed. The monitoring plan will include a review of the services delineated in **Exhibit A: Statement of Work** to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc. The **CONTRACTOR** shall provide monthly bank statements and account analysis statements to **PARISH**.

## **TAXES**

**CONTRACTOR** hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be **CONTRACTOR's** obligation. **CONTRACTOR** is required to provide a completed W-9 form prior to commencement of work.

## **TERMINATION FOR CAUSE**

The **PARISH** may terminate this Agreement for cause based upon the failure of the **CONTRACTOR** to comply with the terms and/or conditions of this Agreement, provided that **PARISH** shall give the **CONTRACTOR** written notice specifying the **CONTRACTOR's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This Agreement shall terminate thirty (30) calendar days from the date the notice was mailed.

The **CONTRACTOR** may terminate this Agreement for cause based upon the failure of the **PARISH** to comply with the terms and/or conditions of this Agreement, provided that the **CONTRACTOR** shall give the **PARISH** written notice specifying the **PARISH's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This Agreement shall terminate thirty (30) calendar days from the date the notice was mailed.

Notwithstanding the above, the **CONTRACTOR** will not be relieved of liability to **PARISH** for damages sustained by **PARISH** by virtue of any breach of this Agreement by the **CONTRACTOR**, and **PARISH** may withhold any payments to the **CONTRACTOR** for the purpose of setoff until such time as the exact amount of damages due **PARISH** from the **CONTRACTOR** is determined.



#### **TERMINATION FOR CONVENIENCE**

**PARISH** may terminate this Agreement at any time by giving thirty (30) days written notice to the **CONTRACTOR** of its intent to terminate this Agreement. The **CONTRACTOR** shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

**CONTRACTOR** may terminate this Agreement at any time by giving one-hundred twenty (120) days written notice to the **PARISH** of its intent to terminate this Agreement.

#### **OWNERSHIP**

All records, reports, documents, and other material delivered or transmitted to **CONTRACTOR** by **PARISH** shall remain the property of **PARISH**, and shall be returned by **CONTRACTOR** to **PARISH**, at **CONTRACTOR**'s expense, at termination or expiration of this Agreement. Notwithstanding the foregoing, Capital One may retain copies of such records, reports, documents, and other materials delivered to **CONTRACTOR** by **PARISH** as required by applicable laws and regulations.

#### **NON-ASSIGNABILITY**

**CONTRACTOR** shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of **PARISH**. This provision shall not be construed to prohibit the **CONTRACTOR** from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to **PARISH**.

#### **AUDITORS**

It is hereby agreed that **PARISH** shall have the option of auditing all accounts of **CONTRACTOR** which relate to this Agreement.

#### **TERMS**

The **DIRECTOR** shall notify the **CONTRACTOR** in writing to undertake the Services stated in Exhibit A, and the **CONTRACTOR** shall commence the Services within ten (10) days after receipt of such notification.

The work required to complete all tasks shall automatically terminate upon satisfactory completion of all Services and obligations described herein, unless extended by Amendment.

#### **INDEMNITY**

To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless the **PARISH** and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of a resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of **CONTRACTOR**.

## GENERAL CONDITIONS

The professional and technical adequacy and accuracy of documents, and other work products furnished under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession. It is understood and agreed by the Parties hereto that the **CONTRACTOR** is entering into this Agreement in the capacity of an independent **CONTRACTOR**. While in the performance of Services or carrying out other obligations under this Agreement, the **CONTRACTOR** shall be acting in the capacity of independent **CONTRACTORS** and not as employees of St. John the Baptist Parish. The **PARISH** shall not be obliged to any person, **CONTRACTOR** or corporation for any obligations of the **CONTRACTOR** arising from the performance of their Services under this Agreement.

This Agreement shall be binding upon the successors and assigns for the Parties hereto. This Agreement being for the personal services of the **CONTRACTOR**, shall not be assigned or subcontracted in whole or in part by the **CONTRACTOR** as to the Services to be performed hereunder without the written consent of the **PARISH**.

Notwithstanding the foregoing, nothing herein shall prohibit **CONTRACTOR** from arranging for Services to be performed or provided by a third-party service provider, vendor, or processor ("Service Provider"). **CONTRACTOR's** use of a Service Provider shall not relieve Bank of its obligations under this Agreement, and Bank shall be responsible for all aspects of the Services performed by its Service Providers.

## SEVERABILITY CLAUSE

If any one or more of the provisions contained in this Agreement shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and in such an event, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

## VENUE

This Agreement shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this Agreement shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. **CONTRACTOR** hereby agrees and consents to personal and/or *in rem* jurisdiction of the trial and appropriate Appellate courts.

## NOTICES

All notices or demands required to be given, pursuant to the terms of this Agreement, shall be given to the other party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, first class postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, by acknowledged e-mail, or to such other address or written form of communication as the Parties may substitute by written notice, by giving at least 7 days' notice of such change.



If to Parish:	If to Contractor:
ATTN: Jaclyn Hotard St. John the Baptist Parish 1811 W. Airline Hwy. LaPlace, Louisiana 70068	Capital One, NA Attn: David Blasini 3840 Emerald Road Mandeville, LA 70471  With a copy to: Treasury Management Services Capital One, National Association 1307 Walt Whitman Road Melville, NY 11747

#### **DISCRIMINATION CLAUSE**

The **CONTRACTOR** agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and **CONTRACTOR** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

#### **SIGNATURES ON FOLLOWING PAGE**

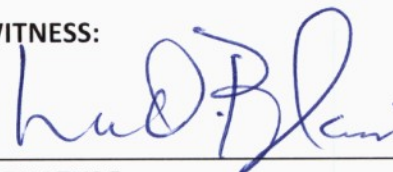
THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written on page one of this document.

WITNESS:

  
SIGNATURE

Deshanda Firmin  
PRINT NAME


WITNESS:

  
SIGNATURE

Laurie O. Blasini  
PRINT NAME

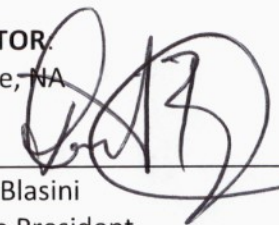
PARISH:

ST. JOHN THE BAPTIST PARISH

  
By: Jacklyn Hotard  
Parish President

CONTRACTOR:

Capital One, NA

  
By: David Blasini  
Senior Vice President

**Exhibit A**  
**Statement of Work**

The **CONTRACTOR** will provide the following services to the **PARISH**. The **CONTRACTOR** will work with the Chief Financial Officer in providing said services.

I. **BANKING SERVICES**

A. The following customary banking services shall be provided:

	Yes	No	Exception
1. Provide monthly bank account analysis on each account by the 10th working days of the following month, starting within 90 days of acceptance of this proposal.	X		
2. Provide a monthly billing statement to the Parish for banking services by the 20th day of the following month based on the activity of the prior months account analysis statement. Each Account's service cost shall be listed separately.	X		
3. Provide copies of the bank's quarterly and annual financial Statements upon request.	X		
4. Make branch facilities available for deposits.	X		X
5. Submit Federal payroll withholding tax remittances.		X	
6. Provide night depository services, including disposable bags.	X		X
7. Provide checking account deposit slips in triplicate imprinted with the account name and number.	X		X
8. Provide credit inquires, deposit verifications and audit confirmations on the accounts of St. John Parish as provided for in Revised Statute 39:1220.	X		
9. Provide additional bank statements upon request.	X		
10. Provide faithful performance of all legal duties and obligations of the depository.	X		
11. Provide a list of all branch locations in Parish.	X		
12. Accept St. John Parish utility payments from walk-in customers at all branch offices and drive-up windows located in St. John Parish.		X	

13. Provide currency and coin wrappers as requested at vendor cost	X		
B. The following collateralization services shall be provided for St. John Parish deposits:			
1. Pledge and maintain at all times 100% collateral security, at market value, to secure all funds and investments of St. John Parish in accordance with the laws of the State of Louisiana.	X		
2. All securities are registered in the name of St. John Parish.	X		
3. Provide confirmation of collateral from the safekeeping agent.	X		
4. Provide that collateral security shall be pledged to St. John Parish and held by a mutually acceptable third party which is not part of the depository's organization in accordance with Louisiana Revised Statute 39:1224.	X		
5. Provide safekeeping receipts for pledged collateral security from the third-party institution with specific securities identified.		X	
6. Provide a monthly report of collateral security pledges showing the security number, safekeeping receipt number, description, par value, book value, market value and maturity date of each security by the 20th day of the following month.	X		
7. Comply with all applicable Federal, State, and Parish laws regarding types of securities which may be used as collateral and places where collateral can be deposited.	X		
8. Substitutions of collateral should meet the requirements of the collateral agreement and the collateral should not be released until the replacement collateral has been received.	X		

## II. ADDITIONAL BANKING SERVICES

### A. Additional Banking Services

	Yes	No	Exception
1. Loan St. John Parish funds, in accordance with Louisiana Revised Statutes, in anticipation of taxes and other revenues to be collected, both bank qualified tax exempt and not bank qualified tax exempt. The rate of interest shall be (state rate, method and frequency of computing interest).	X		X



2. Provide 2 lockable night depository bags.		X	X
3. Provide electronic images of the cancelled checks of the PARISH via CD-ROM either monthly or quarterly.	X		X
B. The following banking services may be provided on the attached monthly interest bearing and non-interest bearing account analysis statements:			
1. Provide that St. John Parish will reimburse the bank on a calendar monthly basis for the amount by which the aggregate total cost for the quarter of servicing the accounts exceeds the aggregate total earnings credit allowance for the quarter for interest bearing and non-interest bearing transaction accounts.	X		X
2. Provide interest bearing transaction accounts. Interest will be paid monthly by the bank on the average daily collected balance of each account at an interest rate of (state rate, basis for the rate, method and frequency of computing interest).	X		X
3. Provide monthly interest bearing transaction account statements within 5 banking days after the previous month's end.	X		
4. Provide non-interest bearing transaction accounts.	X		
5. Provide monthly non-interest bearing transaction account statements within 5 banking days after the previous month's end.	X		
6. Provide debit and credit advices within 2 banking days after the transaction date.	X		
7. Provide automated clearing house (ACH) services to initiate electronic fund transfers for automated utility bill payments, and process various Parish payments, including any necessary computer software required on the part of St. John Parish to effectuate ACH services. The ACH transactions submitted to the bank will be in the standard NACHA file format. An electronic file representing the result of these ACH transactions should be sent to the Parish to allow electronic processing of the cash payments.	X		X
8. Provide direct deposit of Parish payroll checks through automated clearing house (ACH) services, including any necessary computer software required on the part of St. John Parish to effectuate ACH services. The ACH transactions submitted to the bank will be in the standard NACHA file format.	X		X

9. Provide incoming wire transfers through the Fed Wire. Provide the Parish with notification upon receipt of such wires via an online portal. The Parish intends to consider these incoming wire transfers as "available for investment" funds on that day.	X		
10. Provide outgoing wire transfers through the Fed Wire initiated by the Parish through a browser-based, on-line data communication system. This system must require a dual authorization process requiring two authorized employees to complete the wire authorization. If your bank does not offer this service, identify the exact specifications required for timely completion of wire transactions (i.e. notification of a designated person at the bank, time restrictions, etc.). Wire transfers ordered by noon and not received by the destination party by 2 P.M. will be traced from origin to destination to ascertain the party responsible for delaying the transfer. If necessary, adjustments will be made for any lost interest or charges resulting from a "fail" to consummate an investment transaction.	X		
11. Provide a list of all additional services available from the bank and corresponding fees for these services.	X		
12. Provide that the earnings credit allowance shall be calculated based upon the average daily collected balance of each account.	X		X
13. Provide the Parish with the ability to access account information and initiate transactions (such as transfers between funds, wire transfers and stop payment orders) through a browser-based, online data communication system. This should allow viewing access to all designated accounts under this agreement and be available 24 hours a day, 7 days a week. Provide the Parish with training and support of said system. Provide information regarding the related fees, computer hardware and software required to utilize this service and the account data that will be available from this access. Fee \$ <u>Please see Schedule of Service Charges.</u>	X		
14. Provide the Parish with the option of selecting the full bank reconciliation feature known as "Positive Pay" and Payee Positive Pay. Under Positive Pay, checks presented for payment are compared to a Parish-provided database of checks issued to help	X		



15. prevent payment of unauthorized checks. The system should have real-time check detections services. Provide the Parish with training and support of said system. Provide the Parish with the related fees, the system's hardware and software requirements and a description of your services offered with respect to Positive Pay.	X		
16. Provide cancelled check images, in numerical order, to the Parish. If images can be proved on electronic/computerized media, include information pertaining to hardware and software requirements. See Section II, Item A, #3	X		
17. Provide Software escrow services for software used in critical business activities.		X	
18. Provide the Parish with the option of obtaining a retail lock box for water utility payments. Monthly activity averages approximately 9,000 checks. Provide detail of applicable fees.	X		X

### III. STATE REGULATIONS

A. Depository shall comply with Louisiana Revised Statutes 39:12 1235 as amended.	X
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## EXCEPTIONS TO SCOPE OF WORK

### I. Banking Services

- A4. Capital One Bank highly recommends that Commercial and Government Banking clients utilize the alternative deposit solutions of Remote Deposit, Express Deposits, and/or Vault Services, which provide convenient alternatives to SJBP instead of driving to a local branch. These alternative deposit solutions will enhance SJBP office productivity and efficiency while eliminating or reducing trips to the bank and provide greater safety and security to SJBP employees and reduce the risks associated with employee travel.
- A6. Please see response A4 above. Capital One Bank can provide Night Depository Services to SJBP as stipulated on Schedule of Service Charges. Tamper evident disposable bags will be charged at bank vendor cost.
- A7. Capital One Bank will provide deposit slips in triplicate imprinted with account name and number charged at bank vendor cost.

### II. Additional Banking Services

- A1. Capital One Bank will entertain any and all requests for borrowing from SJBP. Final approval is subject to the decision of our loan committee, and final approval from the Louisiana State Bond Commission. All legal expenses are to be paid by the borrower. For loans up to 1 year: 0.95%, 30/360, semi-annual
- A2. Please see response Section I, A4 above. Capital One only allows the plastic tamper evident bags for night depository use. Standard size bags will be charged at bank vendor cost.
- A3. Capital one will provide electronic images of the cancelled checks through our Image Inquiry Services via our online banking Intellix portal for a period of 7 years from paid date. Capital One can also provide our Image File Download Service which would allow a downloadable file of cancelled checks on a monthly basis. Please see Schedule of Service Charges.
- B1. Capital One Bank will continue to provide all of the banking services it is currently providing to SJBP based on the attached Schedule of Service Charges. The fees for products and services rendered to SJBP will be based on the attached Schedule of Service Charges and will be automatically deducted on a monthly basis from the SJBP primary settlement account. Service Charges can be partially offset by non-interest bearing compensating balances. Capital One Bank agrees to offer new products and services that will benefit SJBP at competitive pricing.
- B2. Capital One Bank would like to offer SJBP interest bearing accounts for all accounts authorized to earn interest. SJBP would maintain the current interest bearing account structure and these accounts would earn the current bank managed rate of 0.13% on the daily collected investable balances, compounded daily, and interest paid monthly. Going forward, this rate is subject to change by Capital One at any time based on the current interest rate market conditions. The fees for products and services rendered to SJBP will be based on the attached Schedule of Service Charges and will be automatically deducted on a monthly basis from the SJBP primary settlement account.
- B7 & B8. Capital One Bank can provide automated clearing house (ACH) services to initiate electronic fund transfers for Direct Deposit of Payroll, drafting utility bill payments, and Vendor payments. Please see attached Schedule of Service Charges.
- B12. Earnings Credit Allowance will only be applied to non-interest bearing checking accounts at the current earnings credit rate of 0.25% to help offset monthly banking service charges. This rate is subject to change by Capital One at any time based on the current interest rate market conditions.



- B19. Capital One Bank can offer Lockbox Services for collection of water utility payments. According to the information activity provided, the fees would be as follows:

Lockbox Monthly Maintenance - \$160

Payments Processed: \$.25/item

Lockbox Monthly Minimum - \$400

Additional information would be required to provide additional pricing depending on reporting requirements and actual activity levels for these services.

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**Exhibit B**  
**PRICE SCHEDULE**

St. John the Baptist Parish Government - Schedule of Service Charges

Service Description	Price
Deposit Administration Fee	N/C
DDA Account Maintenance	\$5.00/account
Cash Deposited Branch	\$.0025/\$1,000
Cash Deposited Vault	\$.00106/\$1,000
Deposits Credits	\$.20/item
Items Deposited Encoded	\$.05/item
Items Deposited Unencoded	\$.10/item
Return Items	\$6.00/item
Adjustment/Deposit Corrections	\$5.00/item
Remote Deposit Maintenance	\$25.00/month
Remote Deposit License	\$10.00/scanner
Remote Deposit Items Deposited	\$.02/item
Remote Deposit CAR/LAR	\$15.00/scanner
Checks Paid	\$.06/item
Online Stop Payments	\$17.00/item
Stop Payments-Manual	\$35.00/item
Check Image Inquiry Monthly Maintenance	\$40.00/month
Check Image Inquiry Images	\$.03/item
Positive Pay with Full Recon	\$50.00/account
Items Reconciled – Positive Pay	\$.07/item
Positive Pay Exception Items	\$5.00/item
Positive Pay Exception Returns	\$10.00/item
Positive Pay Issues Uploaded	\$.01/item
Positive Pay Voids Uploaded	\$.15/item
Recon Output Automated	\$10/00/acct.
ARP Duplicate/Issue Corrections	\$.35/item
ACH Received Debit	\$.06/item
ACH Received Credit	\$.06/item
ACH Return Item	\$5.00/item
ACH Online Transactions	\$.06/item
ACH Monthly Maintenance	\$50.00/item
ACH Input – Batch Processed	\$2.00/item
Online Book Transfers	N/C



Info Services Monthly Maintenance-A	\$50.00/month
Info Services Previous Day Items – A	\$.10/item
Info Services Intraday Balance Report	\$25.00/month
Info Services Additional Accounts – A	\$2.00/account
Wire Transfer Module Monthly Fee	\$30.00/month
Online Outgoing Domestic Wire Transfer	\$12.00/item
Incoming Wire	\$12.00/item
Drawdown Wire	\$19.00/item
Image File Download Service	\$50.00/mth
Direct Download Fee/file	\$2.00/item
File Transfer - Direct Maintenance	\$25.00/mth

Online Upload Fee/file	\$2.00/item
File Transmission Monthly Maintenance	\$25.00
File Transmission Per File	\$2.00/item
Teller Transaction Fee	\$3.00/item
Night Depository Bags	\$3.00/item
Express Deposits	\$6.00/item
OD/NSF	\$35.00/item

Capital One agrees to provide additional services to SJBP at competitive pricing.

### Anticipated Fee and Expense Schedule

The Parish will not be assessed any fees or have any expenses associated with implementation, as the Parish has been a client of Capital One for over 21 years.

### PAYMENTS

The **CONTRACTOR** shall submit a detailed, monthly invoice for services provided and the associated cost for each of those services to the **DIRECTOR** on the first of the month for the completed contracted work from the previous month. The **DIRECTOR** shall then submit the approved invoices to the St. John the Baptist Parish Finance Department for processing. Payment shall be remitted within thirty (30) days from the date of the **DIRECTOR'S** approval.

### FUNDS

Compensation for the requested services will be based on project fund source requirements.

**EXHIBIT C**  
**Insurance Requirements**

**CONTRACTOR** shall obtain, pay for and keep in force, at its own expense, minimum insurance requirements effective in all localities where **CONTRACTOR** may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by **CONTRACTOR** in connection with this Agreement.

The limits for "A" above shall be not less than:

1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000.
2. Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Department.
3. WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
4. No excluded classes of personnel or employees shall be allowed on Council's premises.

- B) Commercial General Liability, including:

1. Contractual liability assumed by this agreement.
2. Owner's and **CONTRACTOR's** Protective Liability (if **CONTRACTOR** is a General **CONTRACTOR**).
3. Personal and advertising liability.
4. Completed operations.
5. Medical Payments.

The limits for "B" above shall not be less than:

1. \$1,000,000 each occurrence limit.
2. \$2,000,000 general aggregate limits other than products – completed operations.
3. \$1,000,000 personal and advertising injury limit.
4. \$1,000,000 products/completed operations aggregate limit.
5. \$50,000 fire damage limit.
6. \$5,000 medical expense limit (desirable but not mandatory).
7. \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1+2 above. Must include BFCGL endorsement.
8. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
9. Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Department /Legal Department.

- C) Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the **CONTRACTOR**.



The limits for "C" above shall not be less than:

1. \$1,000,000 CSL
2. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.

D) Professional Liability with a minimum limit of \$1,000,000.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the **PARISH** shall be cause for the submittal to be rejected as non-responsive. **CONTRACTOR** shall maintain insurance in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the Agreement. All policies must have a thirty (30) day non-cancellation clause giving the **PARISH** thirty (30) days prior written notice in the event a policy is changed or canceled.

**LICENSE REQUIREMENTS**

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this Agreement. Yearly, a copy of such license shall be provided to the Director of Purchasing.

When applicable, a current Louisiana State Contractor's License should be furnished. W-9 Form is to be furnished prior to work being issued.



**CAPITAL ONE, NATIONAL ASSOCIATION  
CERTIFICATE OF INCUMBENCY**

I, Noah Hochstadt, by this writing, hereby certify that:

- 1) I am a duly elected or appointed Assistant Secretary of Capital One, National Association (the "National Bank"), and in such capacity, I am authorized to execute this certificate on behalf of the National Bank; and
- 2) David Blasini is duly recognized as an authorized signer for the National Bank for the purposes of: (i) submitting proposals and entering into all documents, agreements, and instruments for the National Bank to become a depository for public funds and provide Government Banking clients with products and services offered by or through the National Bank; (ii) executing certain tri-party agreements, with third party custodians and Government Banking clients, in connection with the pledging of National Bank assets as collateral for such clients' deposits in accordance with applicable state laws and for the safekeeping of such assets; and (iii) providing any certifications, statements, or reports to counterparties of the National Bank pursuant to such proposals and agreements.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 5<sup>th</sup> day of April, 2021.

DocuSigned by  
A handwritten signature in black ink, appearing to read "Noah Hochstadt".  
D:\Hochstadt\2021\04

---

Noah Hochstadt  
Assistant Secretary

Capital One NA is not under the purview of any secretary of state. As a national bank, CONA is chartered by the OCC, not a secretary of state. There is no secretary of state filings. The sole

purpose of a certificate of incumbency is to give a third-party assurance that the person signing on behalf of Capital One is authorized to do so. The third-party is entitled to rely on a certificate of incumbency that is executed by the secretary or assistant secretary.





**State of Louisiana**  
**INTERIM EMERGENCY BOARD**

March 5, 2020

Mr. David P. Blasini  
Senior Vice President  
Capital One, N.A.  
3840 Highway 22, #202  
Mandeville, LA 70471

Dear Mr. Blasini:

This is to advise you that the Interim Emergency Board, at its meeting on March 5, 2020, designated your financial institution as a duly approved state depository and fiscal agent for the four-year period from July 1, 2019, through June 30, 2023, in accordance with the provisions of Sections 317 and 320 of Title 49 of the Louisiana Revised Statutes.

If I can be of further assistance, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Sue Israel".

Sue Israel  
Secretary

c: Ms. Laura Lapeze, Department of the Treasury  
Mr. Brent Manuel, Department of the Treasury  
Mr. Ernie Summerville, Office of Legislative Auditor

**ST. JOHN THE BAPTIST PARISH COUNCIL**  
**STATE OF LOUISIANA**

**RESOLUTION**  
**R21-71**

Councilwoman Schnyder proposed and Councilwoman Duhe-Griffin seconded the following resolution:

**THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:**

**A RESOLUTION AUTHORIZING ST. JOHN THE BAPTIST PARISH TO  
AWARD THE FISCAL AGENT FOR THE PARISH TO CAPITAL ONE, NA**

**WHEREAS**, Article IV, Section H (2) and (5) of the St. John the Baptist Parish Home Rule Charter permits the Parish Council to adopt a resolution when authorizing a designated person(s) to execute a previously approved contract on its behalf and/or to perform a ministerial act related to the administrative business of the Parish; and

**WHEREAS**, Capital One, NA was the only proposal submitted that was reviewed and scored by the Source Selection Committee; and

**WHEREAS**, Capital One will act on behalf of St. John the Baptist Parish to perform various financial duties and finance-related tasks; and

**WHEREAS**, Capital One will provide specific services to support the fiscal policies and objectives of St. John the Baptist Parish.

**NOW, THEREFORE, BE IT RESOLVED**, by the St. John the Baptist Parish Council, that Parish President Jaclyn Hotard is hereby duly authorized and empowered on behalf of the St. John the Baptist Parish Council to sign and execute the Professional Services Agreement between St. John the Baptist Parish and Capital One, NA.

This resolution having been submitted to a vote; the vote thereon was as follows:

YEAS: Madere, Becnel, Houston, Malik, Duhe-Griffin, Arcuri, Schnyder

NAYS: Torres

ABSTAIN: None

ABSENT: Wright

And, the resolution was declared adopted on this, the 25<sup>th</sup> day of May 2021.

  
\_\_\_\_\_  
Council Chairman

  
\_\_\_\_\_  
Secretary

Approved: \_\_\_\_\_ X \_\_\_\_\_

Veto: \_\_\_\_\_

Jackie Landeche  
Parish President

\* \* \* \* \*

CERTIFICATE

I, Jackie Landeche, Secretary of the Council of the Parish of St. John, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. John Parish Council in regular meeting held on the 25<sup>th</sup> day of May 2021.

Signed at Laplace, Louisiana this 25 day of May 2021.

Jackie Landeche  
Jackie Landeche  
Secretary

